

**AGREEMENT
BETWEEN
BOROUGH OF SEASIDE PARK,
A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY
AND
NEW JERSEY STATE POLICEMAN'S BENEVOLENT
ASSOCIATION,
LOCAL NO. 182**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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PREAMBLE

This Agreement made this _____ day of _____, 2007 by and between the Borough of Seaside Park in Ocean County, a municipal corporation of the State of New Jersey hereinafter referred to as the "Borough" and New Jersey State Policeman's Benevolent Association, Local No. 182, the duly recognized representative of all full-time permanently appointed patrolmen, sergeants and lieutenants who are employed by the Borough, hereinafter referred to as PBA No. 182.

ARTICLE I - DEFINITIONS

- A. "Employer" means the Borough of Seaside Park;
- B. "PBA " or "Association" means the PBA Local No. 182;
- C. "Employee" means any sworn, full-time permanently appointed Patrolman, Sergeant, or Lieutenant of the Police Department of the Borough of Seaside Park, not including School Crossing Guards;
- D. "Department" means the Police Department of the Borough of Seaside Park;
- E. "Chief " means the Chief of Police of the Borough of Seaside Park;
- F. "Grievance" shall be a complaint arising out of interpretation, application or violation of policies, agreements and administrative decisions affecting the provisions of this Agreement,
- G. "Grievant" means a person who has filed a grievance as hereinbefore defined;

H. "Mayor and Council" means the governing body of the Borough of Seaside Park; and

I. "Public Safety Committee" is the duly organized committee of the Mayor and Council of the Borough of Seaside Park.

ARTICLE II – PBA RIGHTS AND RECOGNITION

The Borough hereby recognizes the PBA as the exclusive representative for all full-time permanently appointed patrolman, sergeants and lieutenants, hereinafter called the "Employees" of the Seaside Park Police Department. The PBA shall have all those rights hereinafter set forth.

ARTICLE III – RIGHTS AND RESPONSIBILITIES

Section 1. That it is the intention of the parties to memorialize in this contract the terms of the employment between the Borough and the PBA so as to reduce to writing current pay scales, working hours, and other terms of employment, most of which are of long standing custom and practice which will promote and continue harmonious relationship between them.

Section 2. That the Borough, on its behalf and on behalf of its citizens of the Borough of Seaside Park, hereby retains and reserves, unto itself without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

Section 3. That the exercise of the foregoing powers, authority, duties and

responsibilities by the Borough and the adoption of policies, rules, regulations and practice in the furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and the Laws of the State of New Jersey and of the United States.

Section 4. That nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities, and the authority under the laws of the State of New Jersey or under any local laws as they pertain to the Borough and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Department of Personnel, formerly known as the Civil Service Commission.

Section 5. Subject to the rules and regulations of Seaside Park Police Department, Title 11A of the New Jersey Statutes Annotated, and sequences, no member of PBA Local No. 182 shall be disciplined, suspended, reprimanded or denied any benefit as outlined within the collective Agreement without just cause. Any such action by any agent of the Borough shall be subject to the grievance procedure herein set forth under Article V of this Agreement.

Section 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section 7. The Borough agrees that there shall be no discrimination, and

that all practices, procedures and policies of the Borough shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of police or in application, or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or sexual orientation.

ARTICLE IV - NEGOTIATING PROCEDURES

Section 1. Neither party shall have control over the selection of the negotiating representatives of the other party and each party agrees that its representatives be clothed with all necessary power and authority to make proposals and make further counter-proposals in the course of negotiations, with final approval of the contract to be made by the Borough at an open public meeting and by the PBA of a meeting of its membership.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 3. Except as specifically provided for in this Agreement, all

conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Seaside Park shall continue and be maintained in effect as though set forth at length herein and nothing provided herein shall be interpreted or construed so as to eliminate, reduce or otherwise detract from any benefit to either party existing prior to the effective date of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURES

Section 1. No grievance can be instituted by any unit member after fifteen (15) days beyond notice of the occurrence of the issue being grieved.

Section 2. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

Section 3. Grievance Steps:

Step 1. A grievant, the president of the Association or his or her duly designated representative shall present in writing the grievance to the shift supervisor of the aggrieved Employee. With the mutual consent of both parties, discussion may ensue. The supervisor, or his or her duly designated representative, shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the grievant within five (5) days, the grievant shall present in writing the grievance to the Chief of Police within three (3) days receipt of the Step 1 answer. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer

the grievance in writing within five (5) days after receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, or if no answer has been received by the grievant within the time set forth in Step 2, the grievant shall present in writing the grievance to the Police Committee within three (3) days receipt of the Step 2 answer. With the mutual consent of both parties, discussion may ensue. The Chairman of the Police Committee, or his or her duly designated representative, shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3, or if no answer has been received by the grievant within the time set forth in Step 3, the grievant shall present in writing the grievance of the Mayor and Council within three (3) days receipt of Step 3 answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) days after receipt of the grievance.

Step 5. If the grievance is not resolved at Step 4, or if no answer has been received by the grievant within the time set forth in Step 4, the grievant shall present in writing the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

The decision of the appointed PERC arbitrator shall be final and binding on both parties. The arbitrator shall issue his or her decision in writing approximately thirty (30) days after the close of the proceedings.

In the event that a decision or administration action involves a class of officers, the grievance shall be instituted at the level in which the relief sought can be granted.

ARTICLE VI - LONGEVITY

The longevity benefit for all qualifying bargaining unit members shall be as follows:

One and one-half percent (1.5%) upon completion of ten (10) years of service (calculated on the individual Officer's base salary)

Two percent (2%) upon completion of fifteen (15) years of service (calculated on the individual Officer's base salary)

Two and one-half percent (2.5%) upon completion of twenty (20) years of service (calculated on the individual Officer's base salary)

Three percent (3%) upon completion of twenty-four (24) years of service (calculated on the individual Officer's base salary)

ARTICLE VII - OVERTIME AND COMPENSATION TIME

Section 1. Each Employee shall be paid overtime pay at the rate of one and one-half (1½) times the actual time worked, for:

- a) Work performed in any consecutive twenty-four (24) period in excess of the regular work day of eight hours.
- b) Work performed in any one week period in excess of forty (40) hours.

Section 2. For all Court appearances required of an Employee when he or she is off duty, overtime compensation shall be paid as follows:

- a) Whenever an Employee is required to prepare for or attend Court proceedings on off-duty time, said Employee shall be paid at the overtime rate for all time so spent. The minimum compensation for such Court preparation or duty shall

be three (3) hours at the overtime rate. This provision is meant to cover all types of Court-related issues, phone calls, picking up ticket books, Grand Jury and any other court-related or administrative related issue which is the result of law enforcement duty.

b) During those months when Court is in sessions once a week, each Employee shall schedule his or her Court appearances, when practical, for those days when he or she is on duty.

Section 3. In all instances when an Employee is scheduled to be off duty but is called in to work extra hours, the Employee shall be paid overtime compensation for the actual time spent working extra hours but in no event shall the compensation be less than two (2) hours at an overtime rate. The overtime rate shall be one and one-half (1½) times on the Employee's hourly rate of pay.

Section 4. In lieu of overtime pay, the Employee may elect to accept compensation time which shall be calculated at the same rate as overtime, as set forth above. No Employee shall be ordered to accept compensation time for work in excess of his or her regularly scheduled forty (40) hour work week. An Employee may be offered compensation time for work in excess of his or her regularly scheduled work week but, in that event, the Employee shall have the absolute right to decline the opportunity of additional work hours. The Department may order an Employee to work additional hours only when it is prepared to pay overtime pay.

Section 5. Each Employee shall be entitled to accumulate compensation time up to a maximum of 480 hours, provided that compensation time must be used within twelve (12) months of the date it was earned.

ARTICLE VIII - VACATIONS

Section 1. Each Employee shall be granted annual paid vacation based on years of continuous full-time service with the Borough in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time</u>
Up to 1 year	1 day for each month employed
1 to 4 years	12 days
5 to 9 years	15 days
10 to 14 years	18 days
15 to 20 years	20 days
21 and over	1 day for each year of service

During the initial calendar year of service, the maximum twelve days indicated above shall be earned and credited at a rate of one (1) day for each full month of service.

Section 2.

- a) Selection of vacation schedule shall be based on seniority;
- b) Seniority shall be determined initially on the basis of rank. For Employees of equal rank, seniority shall be determined on the amount of time the Employee has held that rank; and
- c) No Employee may accumulate and carry over vacation time from one year to the next without the approval of the Chief of Police.

d) Vacation utilization shall be permitted during the entire year subject to the staffing needs and reasonable discretion of the Chief of Police.

ARTICLE IX – HOLIDAYS

Section 1. The following days are recognized as holidays: An employee may elect to receive payment at his regular rate of pay or may elect vacation time off in lieu of said paid holidays.

1. New Year's Day	8. Labor Day
2. Martin Luther King Day	9. Columbus Day
3. Lincoln's Birthdays	10. General Election Day
4. Washington's Birthday	11. Veteran's Day
5. Good Friday	12. Thanksgiving Day
6. Memorial Day	13. Day after Thanksgiving
7. Independence Day	14. Christmas Day

Section 2. If an Employee is scheduled to work any holiday granted to Municipal Employees, said Employee, in addition to his/her other regular pay, will be entitled to four (4) hours compensatory time off.

Section 3. In the event that the Borough of Seaside Park declared or grants any additional holiday time to other Municipal Employees then such additional time shall be made available to Police personnel covered by this Agreement.

ARTICLE X - SICK LEAVE

Section 1. Employees covered by this Agreement are granted fifteen (15) working days sick leave, with pay, each calendar year for non-duty connected injuries or illnesses.

Section 2. Any Employee suffering from any non-work related injury or illness shall be entitled to leave without pay for a period of six (6) months in accordance with the provisions of New Jersey State Statutes. Such leave may be renewed by the governing body for an additional period not to exceed six (6) months but no further renewal or extension of such leave may be granted except upon approval by the Mayor and Council of the Borough of Seaside Park. Benefits afforded to an Employee suffering from a non-work related injury shall be governed according to the applicable statutes, rules and regulations of the State of New Jersey in force and effect at the time of the injury or illness. In all other instances, the grant or denial of a leave of absence shall be governed by N.J.S.A. 11A:1-1 and the regulations there under.

Section 3. If an Employee dies while in the employ of the Borough of Seaside Park, the wife/husband or the designated beneficiary of said Employee shall be entitled to be compensated for one-hundred percent (100%) of any unused sick leave accumulated by said Employee at his or her current rate of base pay, without limitation.

Section 4. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which said Employee is paid under provisions

of the Workers' Compensation Act, N.J.S.A. 34:15-1 et seq. for temporary disabilities during the period of time said Employee will be absent from work on sick leave.

Section 5. Sick leave is hereby defined to mean, absence from post of duty of an Employee due to illness, accident, exposure to contagious disease or attendance upon an Employee's spouse and children being seriously ill or injured requiring the care and attendance of the Employee. Sick leave excludes accidents, injuries or occupational exposure covered by the Workers' Compensation Act, N.J.S.A. 34:15-1 et seq.

Section 6. A certification of a reputable physician in attendance may be required as proof of illness of the Employee or of need of his or her immediate family for leave under the following conditions:

- a) Leave taken the day immediately prior to or immediately after the authorized leave;
- b) Three (3) consecutive days absence on sick leave;
- c) Absence on sick leave for three (3) days or more in any one month; and
- d) Said certificates may be required by the Chief of Police or the governing body may require an Employee to be examined by a physician of the governing body's choice and at its own expense.

Section 7. No Employee shall be allowed to work and endanger the health and well being of other Employees and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Chief of Police may direct the Employee to a designated physician for an opinion as to the eligibility of the

Employee to be absent from work.

Section 8. Sick leave with pay shall not be allowed under the following conditions:

- a) When the Employee, under medical care, fails to carry out the reasonable orders of the attending physician;
- b) When in the opinion of the designated physician, the disability or illness is not sufficient severity to justify the Employee's absence from duty; and
- c) When an Employee does not report to the designated physician in a reasonable time after being ordered to do so.

Section 9. The recommendation of the Borough's designated physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the Employee to return to duty shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Borough's designated physician and the personal physician of the Employee, to require the Employee to submit to an examination by a third doctor, which examination shall be at the expense of the Borough.

Section 10. Sick leave shall not be allowed for such things as ordinary dental care nor for any other professional services that may be normally scheduled within the Employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the

work day.

Section 11. In charging an Employee with sick leave the minimum unit considered is two hours.

Section 12. Sick leave in excess of the time prescribed by this Agreement may be granted in the reasonable discretion of the Chief of Police, with the approval of the governing body, when warranted by the Employee's overall work record.

Section 13. If an Employee is absent from work for reasons that entitle him or her to sick leave, the Chief of Police or his or her designated representative shall be notified as early as reasonably possible prior to the start of the scheduled work shift from which he or she is absent. Failure to so notify the Chief of Police or his or her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An Employee who is absent three (3) consecutive days or more and does not notify the Chief of Police or some responsible representative of the Borough on any of the first five (5) days will be subject to dismissal in accordance with the regulations promulgated by the Department of Personnel. Nothing in this section shall diminish the rights conferred upon Employees by the New Jersey Administrative Code.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1. In the event of a death in his or her immediate family, as hereinafter defined, an Employee shall be granted five (5) days from duty, from date of death or funeral, with pay, which days shall not be charged against either sick

leave or vacation time.

Section 2. Immediate family is defined as parent, spouse, child, brother, sister, grandparents, spouse's parents, spouse's brother, spouse's sister, and spouse's grandparents.

ARTICLE XII - PERSONAL LEAVE

Section 1. Each Employee shall be entitled to annual paid personal leave of five (5) days *per annum*. Personal leave use shall be granted with a minimum of four (4) hours' notice.

Section 2. Personal leave shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any Employee who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue after an Employee has resigned or retired although the Employee is retained on the payroll until exhaustion of vacation or other compensatory leave. Personal leave credits shall not accrue during a leave of absence without pay or suspension. Personal leave must be used during the calendar year earned and shall not accumulate from year to year.

ARTICLE XIII - WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected

injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer. Effective January 1, 2003 each Employee shall be entitled to annual paid personal leave of five (5) days in each calendar year.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an

appeal there from, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XIV – MEDICAL INSURANCE PLAN

Section 1. The Borough shall continue to provide hospital, medical and prescription insurance as presently provided or its equivalent or better with the New Jersey Health Benefits Plan.

- a) Dental and vision care insurance shall be as presently provided to be equivalent or better than.
- b) Selection of an available health plan shall be made by each Employee on an annual basis during the designated enrollment period in accordance with the requirements of the State Health Benefit Plan.

Section 2. Each Employee shall have the sole individual discretion to opt out of Employer insurance coverage. The opt out option shall be in two separate categories of insurance. Category 1 shall be defined as health Insurance. Category 2 shall be defined as Dental, Prescription, Optical Benefit Package. As a condition of exercising the opt out option on Category 1 coverage, Health Insurance, the Employee wishing to exercise said option shall be required to prove that said Employee, and family, where appropriate, has comparable alternate coverage. If such comparable alternate coverage cannot be established, then the opt out option shall not exist as to said Employee at that time. Equivalent coverage is not a condition of exercising Category 2 coverage option (Dental, Prescription, Optical).

The following rule shall apply:

- A. There shall be two (2) dates each year in which an Employee may exercise to opt out of coverage or to opt back into coverage. The dates are effective January 1 of each year and July 1 of each year. An Employee wishing to opt out of Category 1 or Category 2 coverage effective January 1 shall advise the Employer not later than the preceding December 1st. An Employee wishing to opt in or out effective July 1 of a given year shall advise the Employer not later than June 1st of the same year.
- B. In addition to the opt in/opt out dates listed above, each Employee who has opted out will have the individual option to opt back into coverage in the event of a life changing event, such as death in the family, termination of alternate coverage, etc.
- C. Employees who elect to opt out of coverage Category 1 (Health Insurance shall be provided with the cash payment sum of \$3,000 per year said opt out. Employees who elect to opt out of coverage Category 2 (Dental, Prescription, Optical) shall be paid the lump sum cash value of \$3,000 per year. Said payment entitlements shall be paid in two equal installments during the course of a calendar year where coverage's have been opted out. Payment shall be made by direct check to the Employee. Where a part of a year opted out, or in the event of a life changing event with an Employee opting back in, the payment schedule provided above shall be prorated.

Section 3. The public Employer agrees to withhold and administer a voluntary disability plan now known as the AFLAC, or equivalent plan, with the respective Employee desiring said optional coverage to pay the cost of said insurance coverage on January 1 and July 1 of each year. At least 30 days notice shall be provided to the Employer in the event of the exercising of any change.

Section 4. In the event there is a change of insurance carriers for health benefits for a carrier other than the NJSHPB if and after the Borough adopts the NJSHPB, any such change must provide equal or better coverage to the NJSHPB. Enrollment in the New Jersey State Health Benefits Plan or by any other carrier shall provide coverage at no premium cost or premium sharing by the Employee regardless (individual, husband, and wife, family) unless and until same has been negotiated. Further, the Borough shall continue to provide dental insurance at the same level of benefits it currently provides.

Section 5. The Borough shall provide fully paid health benefits not including dental or vision to the employee and spouse upon retirement after (25) years of service to the Borough of Seaside Park and remain in effect until Employee becomes Medicare eligible. The health benefits so provided shall be the same or comparable health benefits that are in effect pursuant to this Article at the point of the retiring Employee's last day of active service with the Borough of Seaside Park.

ARTICLE XV - SALARY

Section 1. The regular rate of pay of an Employee shall be his or her annual salary divided by the number of regular pay periods during the calendar year covered by this Agreement.

Section 2. The year for determination of salary shall commence on the first day of January of each year. Any part of one year shall be considered a full year for determining salary status if the individual is employed prior to July 1st.

Section 3. The base annual pay for Employees covered by this agreement shall be as set forth on Appendix A annexed.

ARTICLE XVI - UNIFORM ALLOWANCE

Section 1. It is in the best interests of all parties that each Employee present a proper image to the general public.

Section 2. All Employees shall receive in each year of the Agreement a cleaning allowance in the amount of five hundred and fifty dollars (\$550.00) per year, payable directly to the Employee on the first payday in January. The payment for cleaning allowance shall be pro-rated for any Employee appointed during the year.

Section 3. If in the performance of his or her duties, an Employee sustains any damage to or loss of personal property (i.e., eyeglasses, wristwatch, etc.), or damage to or loss of any uniform item, the Borough will reimburse the Employee for

repair or replacement of said property or item.

ARTICLE XVII - WORKING CONDITIONS AND VEHICLES

Section 1. Each police patrol vehicle shall be equipped with rear window defrosters, power steering and additional interior lighting.

Section 2. All police patrol vehicles shall be in good working order and equipped with air conditioning.

Section 3. Air conditioning shall be provided in Police Headquarters.

Section 4. Security dividers between the front passenger compartment and rear passenger compartment in each police patrol vehicle shall be provided and shall be of a solid material, not screening or fencing.

ARTICLE XVIII - TUITION REIMBURSEMENT

Section 1. It is in the best interest of the Borough of Seaside Park to encourage Employees to further their education in excess of a high school diploma, and to that end, to pay additional compensation to Employees who successfully complete courses in such fields of study.

Section 2. All members who take courses leading toward a degree in a police related major/degree with the Police Chief's approval from an accredited college or university shall be reimbursed one-half (½) of the amount expended for tuition per credit but not to exceed \$100.00 reimbursement per credit. The reimbursement shall

be payable upon presentation of evidence of successful completion of an approved course with a grade of "C" or better. Payment shall be made within thirty (30) days following the presentation of required proof.

ARTICLE XIX - EDUCATIONAL INCENTIVE

Section 1. The Borough agrees to the addition of this Article provided the compensation is a "one-time bonus" for a degree in a police related major; provided a statement is included that there is no retroactivity for existing degrees; and provided the bonus is presented by the Borough Council at a Council meeting. The Borough proposes the following bonuses: \$500.00 for Associates Degree; \$1,000.00 for Bachelors Degree; \$1,500.00 for Masters Degree.

ARTICLE XX - LIABILITY INSURANCE

Section 1. The Borough recognizes that liability insurance is a necessary part of municipal government.

Section 2. The Borough shall maintain liability insurance with coverage for the Employees for compensatory damages in an amount not less than one million dollars (\$ 1,000,000).

ARTICLE XXI - RIGHT TO INSPECT PERSONNEL FILES

Section 1. Any Employee covered by this Agreement shall be entitled to

inspect his or her personnel file upon reasonable notice to and an appointment with the Chief of Police or his designee.

Section 2. The Borough and the Chief of Police hereby agree that only one personnel file shall be maintained on each Employee, which file shall remain in the sole custody of the Chief of Police.

Section 3. The Borough recognizes that personnel files of Employees are of an inherently confidential and sensitive nature. Accordingly, the Borough agrees that a personnel file shall not be disclosed to any person absent advance written consent of the Employee or Court order. This restriction shall not apply to the Borough Council, Administrator, any of the Borough's attorneys, nor shall this restriction apply to payroll or health insurance records.

Section 4. In no event shall any disciplinary notice, written reprimand, adverse performance evaluation, a citizen's complaint and/or any other document which adversely affects or portrays the Employee's performance or character be placed in the Employee's personnel file prior to a review thereof by the Employee and placement of the Employee's initials on the said document.

Section 5. In the event any document referred to in Section 4 above is placed in an Employee's personnel file for which the Employee did not have a procedure to contest the information or allegation contained therein, the Employee shall be entitled to prepare a written response which shall be attached to the said document and remain attached until such time as said document is removed from

the Employee's personnel file, if ever.

ARTICLE XXII - PBA MEETINGS

Section 1. The Borough agrees that the PBA Local #182 may use the Seaside Park Police Headquarters or the Borough Hall for PBA meetings.

Section 2. The Borough agrees that on-duty police officers may attend such PBA meetings as long as the Employees remain available for duty.

Section 3. The Chief of Police may limit the number of on-duty officers who attend. The Chief of Police shall be provided at least 48 hours notice in the event on-duty members are attending.

ARTICLE XXIII - SHIFT ASSIGNMENTS

Section 1. The Borough agrees that each Employee shall be entitled to reasonable advance notice of a change in his or her schedule, except in the event of an emergency situation or in the event of overtime.

Section 2. The Borough agrees that shifts shall be awarded on the basis of seniority and, during the term of this Agreement, the following procedure is hereby implemented:

- a) Not later than July 31ST of each year, each Employee shall submit to the Chief of Police his or her bid which consists of the Employees first, second and third choices for the shift the Employee desires to work in the upcoming 12 months;
- b) The Chief of Police shall assign Employees to shifts on the basis of the Employees shift bid and on the basis of seniority, which is defined below;

APPENDIX A

BASE ANNUAL SALARY

	Effective 01/01/2008	Effective 01/01/2009	Effective 01/01/2010	Effective 01/01/2011
LIEUTENANT	\$95,368	\$99,164	\$103,130	\$107,255
SERGEANT	\$90,867	\$94,484	\$98,263	\$102,194
POLICE OFFICERS:				
SEVENTH YEAR	\$83,813	\$87,149	\$90,635	\$94,260
SIXTH YEAR	\$76,008	\$79,033	\$82,194	\$85,482
FIFTH YEAR	\$68,202	\$70,917	\$73,753	\$76,704
FOURTH YEAR	\$60,397	\$62,801	\$65,313	\$67,926
THIRD YEAR	\$52,592	\$54,685	\$56,873	\$59,148
SECOND YEAR	\$44,787	\$46,570	\$48,432	\$50,370
FIRST YEAR	\$36,982	\$38,454	\$39,992	\$41,591
ACADEMY	\$31,865	\$33,133	\$34,458	\$35,836

ATTACHMENT A

SIDE LETTER OF AGREEMENT

The Borough of Seaside Park and the Seaside Park PBA Local 182 agree that the administration of clothing allowance shall provide for a Seven Hundred Fifty (\$750.00) Dollar clothing allowance effective January 1, 2005 and an Eight Hundred (\$800.00) Dollar clothing allowance effective through the end of calendar year 2006 (this clothing allowance reference with respect to January 1, 2006 commencement of the \$800.00 rate is consistent with the Arbitrator's Award of Interest Arbitrator James W. Mastriani dated December 19, 2005). There is no provision for a clothing allowance thereafter. The method of payment of clothing allowance shall be for the years 2006 and 2007 as consistent with prior practice. With respect to 2005 the public employer is entitled to take a credit against the Seven Hundred Fifty (\$750.00) Dollars owed in the amount previously paid as of the date of the signing of this Side Letter.

BOROUGH OF SEASIDE PARK

Robert W. Matthews

Date

SEASIDE PARK POLICE
BENEVOLENT ASSOCIATION, LOCAL
NO. 182

John S. Jaffee

Date

- c) Seniority shall be determined initially on the basis of rank. For Employees of the same rank, seniority shall be determined by the number of years the Employee has held that rank; and
- d) Final selection of shifts shall be made by the Chief of Police in order to prevent experience imbalances and to provide adequate staffing of officers for special assignments.

ARTICLE XXIV - NON-DISCRIMINATION

Section 1. The Borough and the PBA agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, national origin or political affiliation.

Section 2. The Borough and the PBA agree that all Employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any Employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the PBA against any Employee because of the Employee's membership or nonmembership or activity or non-activity.

ARTICLE XXV - SEPARABILITY AND SAVINGS

In the event that any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXVI - TERM AND RENEWAL

This Agreement shall have a term from January 1, 2008 through December 31, 2011. If the parties have not executed a successor agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF the parties have hereunto set their respective signatures and seals in the Borough of Seaside Park, County of Ocean, State of New Jersey on this 13 day of June, 2007.

ATTEST:

BOROUGH OF SEASIDE PARK

Julie L. Homer-Feiger James Purcell
Clerk/Administrator Mayor

ATTEST:

PBA LOCAL NO. 182

Debra Park

Secretary PBA Local No. 182

John J. Coughlin

President PBA Local No. 182